

201400567260
Filed for Record in
KIT CARSON COLORADO
DELLA CALHOUN, COUNTY CLERK
12-16-2014 At 02:00 p.m.
ASSIGNMENT 41.00

ASSIGNMENT AND BILL OF SALE

STATE OF COLORADO)
COUNTY OF KIT CARSON) SS

RTCHIE EXPLORATION, INC. a Kansas corporation, whose address is P.O. Box 783188, Wichita, Kansas 67278-3188 (herein called "Assignor"), for Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, does hereby GRANT, BARGAN, SELL, CONVEY, ASSIGN, TRANSFER, SET OVER, and DELIVER unto **HRM RESOURCES II, LLC**, a Delaware limited liability company, whose address is 410 17th Street, Suite 1200, Denver, CO 80202 (herein called "Assignee"), all of Assignor's right, title and interest in and to the following assets and properties:

- (a) Those oil and gas leases and oil, gas and mineral leases, leasehold estates and other oil and gas interests described in Exhibit "A" attached hereto and made a part hereof (and any ratifications and/or amendments to such leases, whether or not such ratifications and amendments are described in Exhibit "A") (collectively, the "Leases"), and all leasehold rights, royalty, overriding royalty, net profits and mineral interests, reversionary interests and similar interests relating to, and rights to participate in the drilling or acquisition of, any of the lands and depths described in the Leases or otherwise described on Exhibit "A" (collectively, the "Lands"), together with all rights incident thereto, including (i) rights in any pooled, unitized or communitized acreage by virtue of the Leases or Lands being a part thereof, (ii) production from the Leases or Lands or any pool or unit allocated to any such Leases or Lands, and (iii) interests in any wells within the pool or unit associated with the Leases or Lands;
- (b) All producing wells located on the Leases or Lands or lands pooled or unitized therewith, and all nonproducing and shut-in or abandoned oil and gas wells located on the Leases or lands pooled or unitized therewith (collectively, the "Wells"), including, without limitation, the wells described on Exhibit "B" attached hereto and made a part hereof, together with all personal property, equipment, fixtures, facilities, gathering systems, flow lines and other improvements located on, related to, appurtenant to or used in connection with the Leases, Lands or Wells (collectively, the "Equipment");
- (c) All contracts and contractual rights and interests covering or affecting any or all of the rights and interests described in this Assignment, including all (i) farmout and farm-in agreements, (ii) participation agreements, (iii) area of mutual interest agreements, (iv) operating agreements, (v) production sales and purchase contracts, (vi) saltwater disposal agreements, (vii) surface leases, (viii) division and transfer orders, (ix) voluntary unitization agreements, designations and/or declarations, and (x) licenses and other contracts or agreements covering or affecting any or all of the rights and interests described in this Assignment (collectively, the "Contracts");
- (d) All easements, rights-of-way, surface leases, fee estates, licenses, authorizations, permits, waivers and similar rights and interests applicable to, or used in connection with, any or all of the rights and interests described in this Assignment;
- (e) All oil, condensate, natural gas, natural gas liquids, other gases (including carbon dioxide) and other minerals produced after the Effective Time that are attributable to the rights and interests described in this Assignment; and

After recording please return to:
HRM Resources, LLC
410 17th Street, Suite 1100
Denver, CO 80202

(f) All lease files; land files; well files; gas and oil sales contract files, gas processing files, division order files, abstracts, title opinions, land surveys, logs, maps, engineering, geological and geophysical files, data and reports (including, without limitation, reserve reports), studies and evaluations (including, without limitation, studies and evaluations by outside consultants and contractors), and other books, records, data, files, maps and accounting records, in each case to the extent related primarily and directly to any of the assets or properties conveyed hereby, or used or held for use primarily and directly in connection with the maintenance or operations thereof, but excluding any data, software and records to the extent disclosure or transfer is prohibited or subjected to payment of a fee or other consideration by any license agreement or other agreement, or by applicable law, and for which no consent to transfer has been received or for which Assignee has not agreed in writing to pay the fee or other consideration, as applicable, (subject to such exclusions, collectively, the "Records").

The rights and interests conveyed hereby to Assignee in the Leases, Lands, Wells, Equipment, Contracts and Records and all of the real and personal properties, rights, titles, and interests described in subparagraphs (a) through (f) above are hereinafter collectively called the "Assets" or, individually, an "Asset".

TO HAVE AND TO HOLD the Assets unto Assignee, and Assignee's heirs, successors and assigns, forever.

Assignee and Assignor further agree as follows:

1. SPECIAL WARRANTY OF TITLE. ASSIGNOR WARRANTS TITLE TO THE ASSETS FROM AND AGAINST ALL PERSONS CLAIMING BY, THROUGH, AND UNDER ASSIGNOR, BUT NOT OTHERWISE, AND, EXCEPT FOR THIS SPECIAL WARRANTY, THIS ASSIGNMENT AND BILL OF SALE IS MADE WITHOUT WARRANTY OF ANY KIND, EXPRESS, IMPLIED OR STATUTORY.
2. GENERAL DISCLAIMER. ASSIGNOR MAKES NO WARRANTY OR REPRESENTATION, EXPRESS OR IMPLIED, WITH RESPECT TO THE ACCURACY, COMPLETENESS, OR MATERIALITY OF THE INFORMATION, RECORDS, AND DATA NOW, HERETOFORE, OR HEREAFTER MADE AVAILABLE TO ASSIGNEE IN CONNECTION WITH THE WELLS, INCLUDING, WITHOUT LIMITATION, ANY DESCRIPTION OF THE WELLS, QUALITY OR QUANTITY OF PRODUCIBLE HYDROCARBONS, IF ANY, PRODUCTION RATES, DOWNHOLE CONDITION OF THE WELLS AND WELLBORES, RECOMPLETION OPPORTUNITIES, DECLINE RATES, ALLOWABLES OR OTHER REGULATORY MATTERS, OR ANY OTHER MATTERS CONTAINED IN OR OMITTED FROM ANY OTHER MATERIAL FURNISHED TO ASSIGNEE BY ASSIGNOR. ANY AND ALL SUCH DATA, INFORMATION AND MATERIAL FURNISHED BY ASSIGNOR IS PROVIDED AS A CONVENIENCE ONLY, AND ANY RELIANCE ON OR USE OF SAME IS AT ASSIGNEE'S SOLE RISK.
3. PERSONAL PROPERTY DISCLAIMER. TO THE EXTENT REQUIRED TO BE OPERATIVE, THE DISCLAIMERS OF CERTAIN WARRANTIES CONTAINED IN THIS SECTION ARE "CONSPICUOUS" DISCLAIMERS FOR THE PURPOSES OF ANY APPLICABLE LAW, RULE OR ORDER, ASSIGNOR EXPRESSLY DISCLAIMS AND NEGATES AS TO PERSONAL PROPERTY AND FIXTURES (a) ANY IMPLIED OR EXPRESS WARRANTY OF MERCHANTABILITY, (b) ANY IMPLIED OR EXPRESS WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, AND (c) ANY IMPLIED OR EXPRESS WARRANTY OF CONFORMITY TO MODELS OR SAMPLES OF MATERIALS. ASSIGNEE EXPRESSLY AGREES THAT SUCH PERSONAL PROPERTY AND THE WELLS WILL BE ASSIGNED AND ACCEPTED "AS IS, WHERE IS AND WITH ALL FAULTS," AND IN THEIR PRESENT CONDITION AND STATE OF REPAIR. ASSIGNOR MAKES NO REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE WELLS,

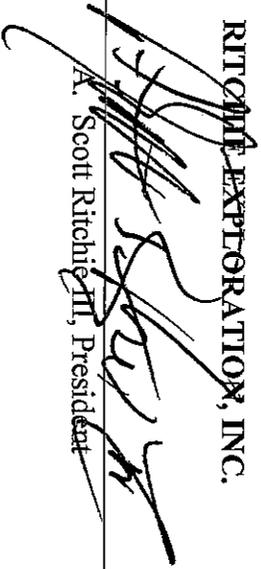
INCLUDING, WITHOUT LIMITATION, ANY REPRESENTATION OR WARRANTY WITH RESPECT TO THE QUALITY, QUANTITY OR VOLUME, IF ANY, OF OIL, GAS OR OTHER HYDROCARBONS PRODUCIBLE FROM THE WELLS, THE DOWNHOLE CONDITION OF THE WELLS, OR THE ENVIRONMENTAL COMPLIANCE OR CONDITION OF THE WELLS OR LEASED PREMISES.

4. Assumption of Liabilities and Obligations. Assignor specifically assumes and agrees to pay, perform, fulfill and discharge all liabilities, costs, damages and claims (collectively, "Claims") related directly or indirectly to the operation of the Assets prior to the Effective Time, except for the Assumed Liabilities and Obligations defined below. Assignee specifically assumes and agrees to pay, perform, fulfill and discharge all Claims related directly or indirectly to: (A) the ownership or operation of the Assets from and after the Effective Time, and (B) to the extent related to the ownership or operation of the Assets before, at and after the Effective Time: (i) all obligations and liability attributable to or resulting from pollution or contamination of soil, groundwater or air, and any other contamination of or adverse effect upon the environment, and (ii) violation of any federal, state or local environmental laws, rules or regulations (collectively, the "Assumed Liabilities and Obligations"). The Assumed Liabilities and Obligations include, without limitation, (a) all plugging, replugging, abandonment, removal, disposal, and restoration obligations associated with the Wells and equipment associated with the Wells, (b) the necessary and proper capping and burying of all associated flow lines located on the Lease, (c) all necessary disposal of naturally occurring radioactive material (NORM), and (d) removal of any structures and equipment associated with the Wells.
5. Indemnification. Assignor agrees to indemnify, hold harmless and defend Assignee from and against, and release Assignee from, all Claims attributable to or arising out of the operation of the Assets prior to the Effective Time, except for the Assumed Liabilities. Assignee agrees to indemnify, hold harmless and defend Assignor from and against, and release Assignor from, all Claims attributable to or arising out of (i) the operation of the Assets after the Effective Time and (ii) the Assumed Liabilities and Obligations.
6. Transfer Taxes and Recording Fees. Assignee shall bear and pay (i) all State or local government sales, documentation, transfer, gross proceeds or similar taxes incident to or caused by the transfer of the Assets to Assignee, and (ii) all filing, recording or registration fees for this Assignment and Bill of Sale.
7. Government Assignment Forms. Assignor and Assignee may execute separate governmental form assignments of the Assets in sufficient counterparts to satisfy applicable statutory and regulatory requirements. Those assignments shall be deemed to contain all of the exceptions, reservations, warranties, rights, titles, power and privileges set forth herein as fully as though they were set forth in each such assignment. The interests conveyed by such separate assignments are the same, and not in addition to, the Assets conveyed herein.
8. Successors and Assigns. This Assignment and Bill of Sale and all of the terms, provisions, covenants, obligations and indemnities herein contained shall be binding upon and inure to the benefit of and be enforceable by the parties and their respective successor and assigns.
9. Governing Law. This Assignment and Bill of Sale shall be construed in accordance with and governed by the laws of the State of Colorado.
10. Counterparts. This Assignment and Bill of Sale may be signed in counterparts, each of which shall be considered to be an original, but which together shall constitute one agreement.

THIS ASSIGNMENT AND BILL OF SALE is executed by the parties on the dates of their acknowledgements below, but is effective for all purposes as of the 1st day of October 2014 (the "Effective Time").

Assignor:

~~RITCHE~~ EXPLORATION, INC.


A. Scott Ritchie III, President

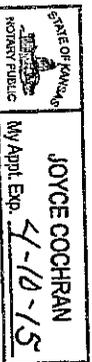
Assignee:

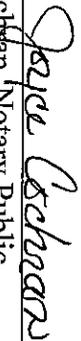
HRM Resources II, LLC

By: 
Name: L. Roger Hutson
Title: President and CEO

STATE OF KANSAS)
COUNTY OF SEDGWICK) SS

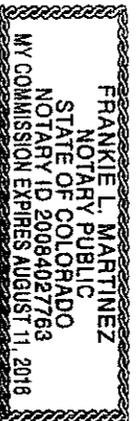
This instrument was acknowledged before me on this 2nd day of December 2014, by A. Scott Ritchie III, as the President of Ritchie Exploration, Inc., on behalf of said corporation.




Joyce Cochran, Notary Public
My commission expires: 4/10/2015

STATE OF COLORADO)
COUNTY OF DENVER) SS

This instrument was acknowledged before me on this 5th day of December 2014, by L. Roger Hutson the President and CEO of HRM Resources II, LLC, on behalf of said limited liability company.




Notary Public
My commission expires: Aug 11, 2016

EXHIBIT "A"

Attached to and made a part of Assignment of Oil and Gas Lease by and between
Ritchie Exploration, Inc., as "Assignor",
to HRM Resources II, LLC, as "Assignee",
Effective October 1, 2014

Kit Carson County, Colorado

Beeson P

Date: November 14, 1989
Lessors: Leonard E. Beeson and Agnes M. Beeson, husband and wife,
jointly and as Tenants in Common
Lessee: The Anschutz Corporation
Recorded: Book 638, Page 326 #
Description: Insofar and only insofar as said lease covers the following lands
and not any other lands contained in this lease:

Township 10 South, Range 45 West, 6th P.M.
Section 21: N/2
Kit Carson County, Colorado

Bledsoe P

This Assignment conveys the following leases insofar and only insofar as said leases
cover the following lands and not any other lands contained in these leases:

Township 11 South, Range 51 West, 6th P.M.
Section 34: N/2NE/4
Kit Carson County, Colorado

1. Date: January 15, 1990
Lessors: Carl Beverly Bledsoe and Alice E. Bledsoe, husband and wife,
Robert Carl Bledsoe and Catherine Lynn Bledsoe, husband and
wife, Christopher Joel Bledsoe and Patricia Ann Bledsoe, husband
and wife, and Thomas Beverly Bledsoe, individually
Lessee: The Anschutz Corporation
Recorded: Book 639, Page 44 #
2. Date: March 19, 1990
Lessors: Gail Brewer and Alton Brewer, wife and husband
Lessee: The Anschutz Corporation
Recorded: Book 640, Page 559 #
3. Date: January 8, 1991
Lessors: Kenneth Lee Boyer and Virginia Carleen Robinson as Co-Personal
Representatives of the Marjorie M. Boyer Estate
Lessee: The Anschutz Corporation
Recorded: Book 646, Page 705 #
4. Date: January 29, 1991
Lessors: Douglas W. Robinson, Successor Personal Representative of the
Estate of Alfarata Hutchins, Deceased
Lessee: The Anschutz Corporation
Recorded: Book 646, Page 886 #

Lowe A/P Lease

Lessor: Barbara K. Storter, Guardian of Estate of Jean Ann Acton
Lessee: Transcontinent Oil Company
Lease Date: October 25, 1978
Recorded: Book 549, Page 713 *
Description: Township 11 South, Range 46 West, P.M.
Section 14: W/2
Kit Carson County, Colorado

Lessor: Barbara K. Storter and Barry Storter
Lessee: Transcontinent Oil Company
Lease Date: October 25, 1978
Recorded: Book 549, Page 717 *
Description: Township 11 South, Range 46 West, 6th P.M.
Section 14: W/2
Kit Carson County, Colorado

Lessor: Eva A. Kaufman
Lessee: Transcontinent Oil Company
Lease Date: June 15, 1976
Recorded: Book 598, Page 709 *
Description: Township 11 South, Range 46 West, 6th P.M.
Section 14: W/2
Kit Carson County, Colorado

Lessor: J. David Chute
Lessee: Transcontinent Oil Company
Lease Date: January 2, 1979
Recorded: Book 550, Page 991 *
Description: Township 11 South, Range 46 West, 6th P.M.
Section 14: W/2
Kit Carson County, Colorado

Lowe B/P

Lessor: Jack K. Lowe and Cecil Alvin Lowe, et ux
Lessee: Meridian Oil, Inc.
Lease Date: June 19, 1985
Recorded: Book 603, Page 429, Memorandum of Oil & Gas Lease
Description: Township 11 South, Range 46 West, 6th P.M.
Section 14: W/2 NE/4
Kit Carson County Colorado

Insofar as said lease covers the interval from the surface of the earth down to the stratigraphic equivalent of the total depth drilled in the Lowe B #1 Well, located in the SW/4 NE/4 of Section 14-11S-46W, 6th P.M., Kit Carson County, Colorado.

**EXHIBIT "B" to Assignment & Bill of Sale
The Wells**

| <u>WELL NAME</u> | <u>LEGAL</u> | <u>COUNTY/STATE</u> | <u>API#</u> |
|------------------|------------------|---------------------|--------------|
| Beeson #3-21 | 21 10S 45W NE NW | KIT CARSON/CO | 05-063-06257 |
| Beeson SWD #4-21 | 21 10S 45W NW NW | KIT CARSON/CO | 05-063-06271 |
| Bledsoe 1-34X | 34 11S 51W NE NE | KIT CARSON/CO | 05-063-06228 |
| Petx-Lowe #1A | 14 11S 46W NE NW | KIT CARSON/CO | 05-063-06185 |
| Lowe ERW #B-2 | 14 11S 46W NW NE | KIT CARSON/CO | 05-063-06192 |
| Lowe #1-B | 14 11S 46W SW NE | KIT CARSON/CO | 05-063-06186 |